

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Monroe Commerce Center Phase III, PCD Final Site Plan and
Developer's Commitment Agreement (Howard Schieferdecker, applicant)**DEPARTMENT:** Planning & Development **DIVISION:** Planning**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Jeff Hopper **EXT.** 7377**Agenda Date** 10/10/2006 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

1. APPROVE the Final Site Plan and Developer's Commitment Agreement for Monroe Commerce Center on a 6.3± acre site located on the east side of Elder Road and south of School Street, based on staff findings (Howard Schieferdecker, applicant); or
2. DENY the Final Site Plan and Developer's Commitment Agreement for Monroe Commerce Center on a 6.3± acre site located on the east side of Elder Road and south of School Street, (Howard Schieferdecker, applicant);
or
3. CONTINUE the item to a time and date certain.

District 5 – CareyJeff Hopper-Senior Planner**BACKGROUND:**

On June 27, 2006, the applicant received approval of a major amendment to a Planned Commercial Development (PCD) to develop 73,650 square feet of office/warehouse uses on a 6.3± acre site located south of School Street and east of Elder Road. The subject property is an expansion of the existing Monroe Commerce Center site on the north side of Church Street. Access to the subject property is through the existing warehouse development. Per the approved Development Order, allowable uses are those listed in the Land Development Code as Permitted and Special Exception uses in the C-3 and M-1A zoning districts. Several specific uses are prohibited, including mini-storage, retail, outdoor advertising, and on-site repair of vehicles.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Final Site Plan and Developer's Commitment Agreement for Monroe Commerce Center on a 6.3± acre site located on the east side of Elder Road and south of School Street.

Reviewed by:	
Co Atty:	<u>[Signature]</u>
DFS:	
OTHER:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>rdp01</u>

ATTACHMENTS:

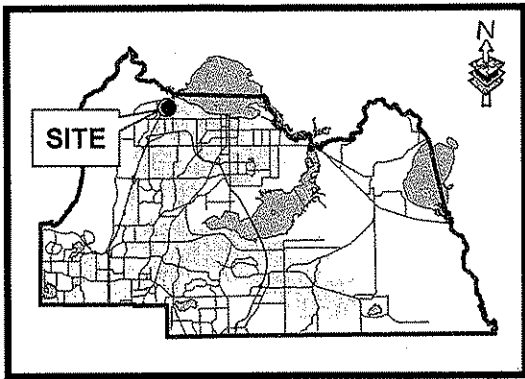
Location Map

Final Site Plan

Aerial Photo

Developer's Commitment Agreement

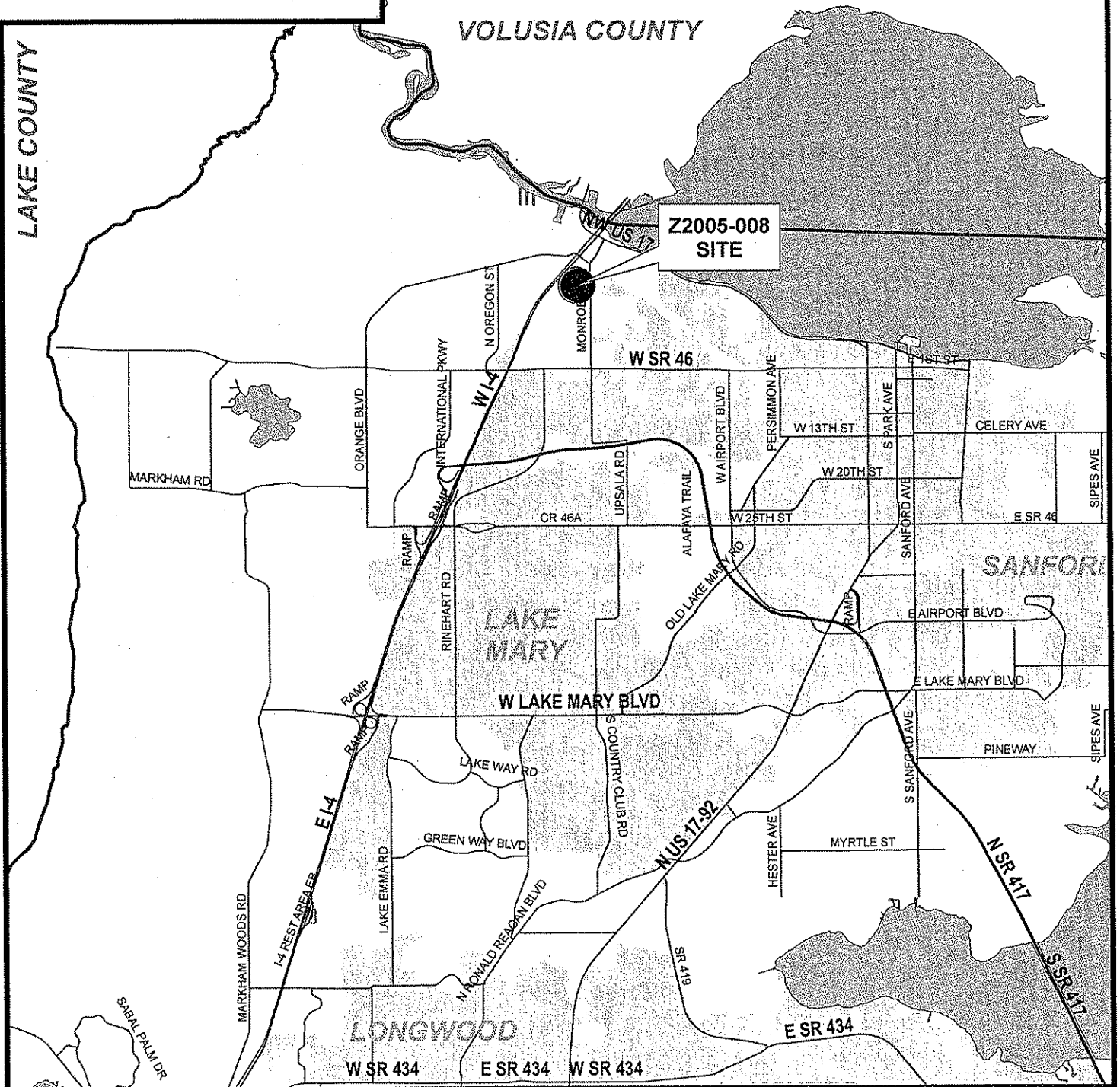
Approved Development Order

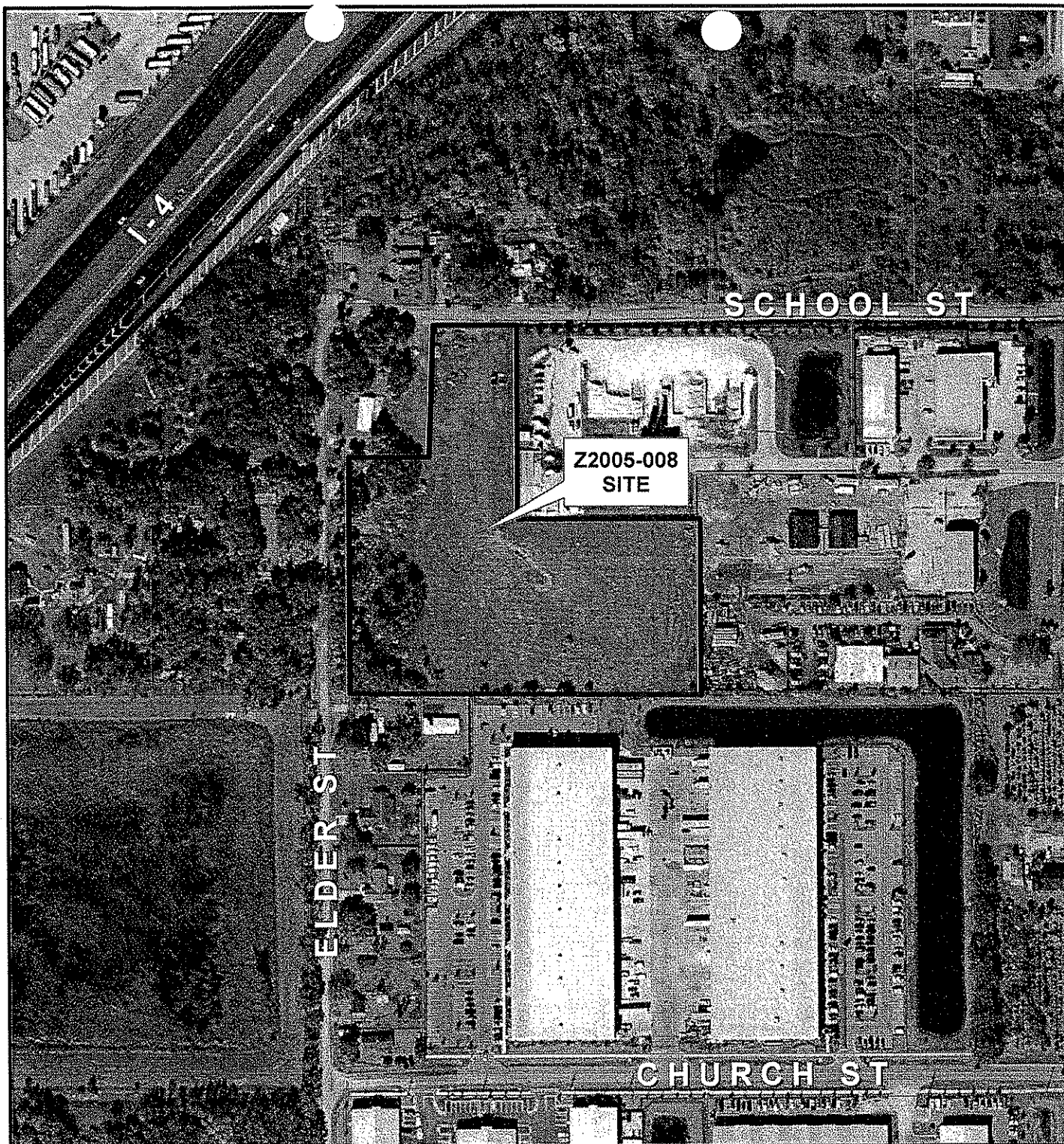


VOLUSIA COUNTY

Z2005-008
SITE

LAKE COUNTY





Rezone No: Z2005-008
From: PCD To: PCD

☐ Parcel
☐ Subject Property



Winter 2006 Color Aerials

**Monroe Commerce Center Phase 3
Planned Commercial Development
Developer's Commitment Agreement
Commitments, Classifications and District Description**

On October 10, 2006 the Board of County Commissioners of Seminole County issued this Agreement relating to, concerning and binding the following described real property situated in Seminole County, Florida:

I. Legal Description

Legal description is attached as Exhibit "A".

II. Property Owner

Small Bay Partners, LLC
2200 Lucien Way, Suite 350
Maitland FL 32751-7019

III. Statement of Basic Facts

- | | | |
|-----------|----------------|--|
| A. | Total Acres | 6.3 acres, more or less |
| B. | Zoning | PCD, Planned Commercial Development |
| C. | Site Plan | PCD Final Site Plan attached as Exhibit "E" |
| D. | Permitted Uses | Those uses listed in the Land Development Code as permitted or special exception uses in the M-1A and C-3 districts. |

Prohibited uses are mini-storage, retail, outdoor advertising, service stations, on-site repair of vehicles, restaurants, hotels and motels. Storage bays shall not be used for retail or service uses involving on-site customer contact.

IV. Land Use Breakdown

	<u>Land Use</u>	<u>Square Feet</u>	<u>Percent of Site</u>
A.	Total Site	276,388	100%
B.	Total Pervious (open)	83,401	30.2%
C.	Total Impervious	192,987	69.8%

V. Building and Lot Restrictions

<u>Building/Lot</u>	<u>Commitment</u>
Maximum Building Height	35'
Parking Spaces	190 spaces

<u>Building/Lot</u>	<u>Commitment</u>
Building Area	73,650 s.f. (maximum)
School Street	25' setback
Elder Road	25' setback
South	10' setback
East	10' setback

Total floor area for office uses on the site shall be limited to 14,730 square feet. Any increase in office area shall require a minor amendment to the PCD to ensure adequate parking on the site

VI. Vehicle and Pedestrian Circulation System

- A. Sidewalks.** Interior walkways shall connect to existing walkways within the existing section of Monroe Commerce Center to the south.
- B. Parking.** Parking spaces shall be provided as follows:
 - 1. 139 standard spaces (10'x20')
 - 2. 45 sub-standard spaces (9'x20')
 - 3. 6 handicap spaces (12'x20')
- C. Outdoor Storage.** Use of the outdoor storage area shall be restricted to tenants of the development. An 8-foot tall chain link fence shall surround this area.

VII. Landscaping, Buffers and Open Space

- A.** The developer shall provide a minimum 25-foot wide irrigated buffer along the west property line adjacent to Elder Road, consisting of 4 canopy trees per 100 feet, a minimum of 3" diameter measured 1 foot above ground.
- B.** The developer shall provide a minimum 10-foot wide irrigated buffer adjacent to the existing home at the southwest corner of the site. This buffer shall be installed adjacent to the north boundary of the property described in Exhibit B, and shall consist of a 6-foot tall masonry wall and 4 canopy trees per 100 feet, a minimum of 3" diameter measured 1 foot above ground.
- C.** The developer shall provide a 6-foot tall masonry wall along the north boundary adjacent to the residential property on Elder Road.
- D.** The outdoor storage area shall be screened, landscaped, and irrigated so as not to be seen from School Street or Elder Road. The stacking of stored material in this area shall not exceed 8 feet in height.
- E.** Parking area landscaping shall comply with the Land Development Code.
- F.** Open space shall comprise at least 25% of the site, as required by the Land Development Code. Open space areas shall include the following features:
 - retention areas, amenitized as open space per the requirements of the Land Development Code as shown in Exhibit E
 - landscape buffers
 - internal landscaping areas in tree islands and other planting areas adjacent to parking lots

VIII. Facility Commitments

The following conditions shall be met by the Owner prior to a certificate of occupancy being issued by Seminole County.

- A. Water.** Water services shall be provided by the existing Seminole County Environmental Services water system. Design of lines shall conform to all Seminole County and Florida Department of Environmental Protection standards.
- B. Sanitary Sewer.** Sanitary sewer shall be provided by the existing Seminole County Environmental Services treatment facilities. Design of lines shall conform to all Seminole County and Department of Environmental Protection standards.
- C. Stormwater.** Stormwater drainage and stormwater management shall be provided according to Seminole County's and the St. Johns River Water Management District's stormwater regulations.
- D. Fire Protection.** Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrants shall be located according to Seminole County Regulations.

IX. Lighting and Signage

- A. Lighting.** Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 16 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
- B. Signage.** Outdoor advertising signage is prohibited. All other types of signage shall comply with the Land Development Code.

X. Other Commitments

- A.** The developer shall dedicate 10 feet of property for additional right-of-way adjacent to School Street.
- B.** Retention ponds shall be designed such that no fencing is required for safety purposes.
- C.** The developer has created a 24-foot ingress-egress easement across the property described in Exhibit C for access to the site. The legal instrument creating this easement is hereby incorporated into this Agreement, and is attached as Exhibit D.
- D.** Unless specifically addressed otherwise herein, all development shall fully comply with all codes and ordinances, including the impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- E.** The conditions upon which this Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- F.** This Agreement touches and concerns the Property, and the conditions, commitments and provisions of this Agreement shall perpetually burden, run with and follow said Property and be a servitude upon and binding upon said Property unless released in whole or in part by action of Seminole County as evidenced in writing. The Owner of said Property is expressly covenanted

and agreed to this provision and all other terms and provisions of the Agreement.

- G. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- H. The development approval being sought is consistent with the Vision 2020 plan and will be developed consistent with and in compliance with all applicable land development regulations and all other applicable regulations and ordinances.
- I. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments set forth herein and hereby covenant and agree to have such conditions and commitments restrict, run with and perpetually burden the Property. The development conditions and commitments set forth herein shall not be the personal obligations of the Owner upon the legal transfer of the Property to a subsequent purchaser.

XI. Interpretation; Relationship to Final Master Plan and Development Order

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 05-20500001, the terms of the Developer's Commitment Agreement shall control.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Small Bay Partners, LLC, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Small Bay Partners LLC
By: LSL Corporation, its Manager

Print Name _____ By: _____
By: Howard Schieferdecker, President

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Howard Schieferdecker, who is personally known to me or who has produced _____ as identification and who did execute the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 31 (LESS THE NORTH 360 FEET OF THE EAST 320 FEET OF LOT 31 AND LESS THE NORTH 250 FEET OF THE WEST 140 FEET OF THE NORTH ½ OF LOT 31), FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORD OF SEMINOLE COUNTY, FLORIDA, SUBJECT TO RIGHT OF WAY ON NORTH FOR MONROE SCHOOL ROAD AND ON WEST OF ELDER ROAD AS SHOWN ON SAID PLAT, THE CENTER LINE OF SUCH PLATTED ROADS BEING THE LOT BOUNDARY LINES AS DESCRIBED HEREIN

EXHIBIT B

LEGAL DESCRIPTION

ALL LOT 1 & N 27.8 FT OF LOT 2 LEWIS HERALD HOMESITES PB 12 PG 38;

AND

N 133.6 FT OF E 86 FT OF W 260 FT OF LOT 47 ST JOSEPHS PB 1 PG 114

EXHIBIT C

LOT 46 (LESS THE EAST 180 FEET THEREOF) AND LESS THE SOUTH 15 FEET THEREOF (FOR ROAD RIGHT-OF-WAY), ALL IN FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 7.089 ACRES OR THEREABOUTS.

LOT 47 (LESS THE WEST 174 FEET AND THE NORTH 133.6 FEET OF THE EAST 86 FEET) FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF THE ST. JOSEPH'S, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 6.927 ACRES OR THEREABOUTS.

EXHIBIT D

EASEMENT AGREEMENT

Prepared By/Return to:
OSWALD & OSWALD, P.L.
Suite 110, 600 Courtland Street
Orlando, Florida 32804
Attn: Douglas W. Oswald

MARYA YORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05116 Pgs 0866 - 875; (10pgs)
CLERK'S # 2006022322
RECORDED 02/03/2006 04:03:02 PM
RECORDING FEES \$6.50
RECORDED BY H Bailey

RECIPROCAL GRANT OF EASEMENTS

THIS AGREEMENT entered into this 2nd day of February, 2006, by and between REALVEST-MONROE COMMERCENTER, L.L.C., a Florida limited liability company, (hereinafter referred to as "Monroe") and REALVEST-MONROE COMMERCENTER III, L.L.C., a Florida limited liability company, (hereinafter referred to as "Monroe III").

RECITALS

WHEREAS, Monroe is the owner of real property located in Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Monroe Property"); and

WHEREAS, Monroe III is the owner of real property located in Seminole County, Florida, more particularly described in Exhibit "B" attached hereto and made a part of by reference (the "Monroe III Property"); and

WHEREAS, the Monroe Property and the Monroe III Property (sometimes collectively referred to as the "Properties") are contiguous and adjoining and the parties hereto desire to provide and create certain reciprocal rights, privileges and easements for ingress and egress, signage and sanitary sewer over, upon, under and across their respective parcels.

NOW THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Ingress/Egress. Monroe hereby grants, conveys and confirms unto Monroe III, a perpetual, non exclusive easement for the use of Monroe III, its guests, invitees, employees, agents, customers and its successors and/or assigns over, across and upon the driveways and roadways located on the Monroe Property.

Monroe III hereby grants, conveys and confirms unto MONROE, a perpetual, non exclusive easement for the use of MONROE, its guests, invitees, employees, agents, customers and its successors and/or assigns over, across and upon the driveways and roadways areas to be constructed on the Monroe III Property.

In order to facilitate the development of the Monroe III Property, Monroe agrees that it will have to modify the existing stormwater drainage and retention pond located on the Monroe Property. Said modification will provide the Monroe III Property with a second access point for ingress/egress over and across the Monroe Property, all as more particularly shown on attached Exhibit "C" (the "Monroe Site Plan").

2. **Grant of Sanitary Sewer Easement.** Monroe hereby grants, conveys and confirms unto Monroe III, its successors and/or assigns, a perpetual non exclusive sanitary sewer easement (the "Sanitary Sewer Easement") to connect to the existing sanitary sewer lines and lift station located on the Monroe Property, as more particularly shown on attached Exhibit "C". Monroe's grant of the Sanitary Sewer Easement to Monroe III includes a grant of access from the Monroe III Property over and across the Monroe Property to the existing sanitary sewer line.

3. **Grant of Sign Easement.** Monroe hereby grants, conveys and confirms until Monroe III, its successors and/or assigns, a perpetual non-exclusive sign easement (the "Sign Easement") at such location as is more particularly shown on attached Exhibit "D". Monroe's grant of the Sign Easement to Monroe III includes a grant of access from the Monroe III property over and across the Monroe property to the location of the Sign Easement.

4. **Maintenance, Repair and Operation.** Monroe is responsible to maintain, repair and operate the lift station and sanitary sewer lines located on the Monroe Property. The owner of the Monroe III Property shall be responsible for twenty-five (25%) percent of the cost to operate and maintain the lift station and sanitary sewer line that benefits the Monroe III Property. The owner of the Monroe III Property shall reimburse the owner of the Monroe Property for its share of the cost to operate, repair and maintain the aforementioned lift station and benefiting sanitary sewer line within thirty (30) days following written request therefor.

In connection with the cross access easements granted pursuant to this Agreement, each party, or their successors and/or assigns, shall be responsible to maintain and repair the driveways located on their respective Properties.

Notwithstanding the foregoing, in the event either party fails to properly operate, repair and maintain the easement areas, including sanitary sewer lines and/or lift stations, located on their respective Property, non-defaulting party shall be entitled to deliver written notice thereof to the defaulting party (provided that no such notice shall be required in the event of an emergency), specifying the maintenance and repair to be performed and requesting the defaulting party perform the same. If within fifteen (15) days after receipt of such notice, said owner fails to complete such maintenance and repair, then the non-defaulting party shall be entitled to conduct such maintenance and/or make such repairs (provided that the fifteen (15) day period shall not apply in the case of an emergency, in which case either owner shall be entitled to immediately perform repairs deemed reasonably necessary). After completing such maintenance or repairs, such non-defaulting party shall be entitled to reimbursement from the defaulting party for one hundred twenty-five (125%) percent of the cost of any maintenance or repair performed on by the non-defaulting party on the defaulting party's Property.

Should either party fail to reimburse the party who has performed maintenance or repair (including emergency maintenance or repairs) within thirty (30) days following written request for the same, the non-defaulting party shall have the right to place a lien for payment on the defaulting party's Property by recording such lien for payment among the Public Records of Seminole County, Florida, as well as the right to foreclose the lien in the manner in which a mortgage is foreclosed in the State of Florida.

5. **Insurance.** Throughout the term of this Agreement, each owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such owner's Property, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other owner (provided the owner obtaining such insurance has been supplied with the name of such other owner in the event of a change thereof) as additional insureds.

6. **Incidental Rights.** The Easements hereby granted, created and declared include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easements for their intended purposes, including, specifically, the right of entry for purposes of construction, maintenance, operation and repair of the Easements and any facilities now or hereafter located therein or thereon.

7. **Term of Restrictions and Easements.** This Agreement and the Easements created hereby shall be perpetual.

8. **Covenants Running with the Land.** The Easements granted herein and the rights, privileges and obligations contained in this Agreement shall run to the benefit of, and bind the Properties, and the owners from time to time of the Properties or any portions thereof. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. **Violations and Enforcement.** The Easements granted under this Agreement shall be enforceable by any owner of the Properties or any portion thereof by injunction or by specific performance. If it becomes necessary to enforce any Easement by institution of suit, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees, including reasonable costs and attorney's fees in any appellate proceeding. This Agreement shall not create, nor shall it in any way be construed to create, any reversion or right of reverter whatsoever, and the sole remedy for any violation of any easement, as set forth herein, shall be the remedy set forth in this Paragraph.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**REALVEST-MONROE COMMERCENTER, L.L.C., a
Florida limited liability company**

By: **REALVEST DEVELOPMENT, LLC, a Florida
limited liability company, its Manager**


By: **REALVEST HOLDINGS, LLC, a
Florida limited liability company, its
Manager**



Print Name: PATRICK T. CALLAWAY



Print Name: CHRISTINE ALEXANDER

By: 
George D. Livingston, Jr., Manager and
Chairman of the Board

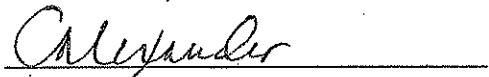
**REALVEST-MONROE COMMERCENTER III,
L.L.C., a Florida limited liability company**

By: **REALVEST DEVELOPMENT, LLC, a Florida
limited liability company, its Manager**

By: **REALVEST HOLDINGS, LLC, a
Florida limited liability company, its
Manager**



Print Name: PATRICK T. CALLAWAY



Print Name: CHRISTINE ALEXANDER

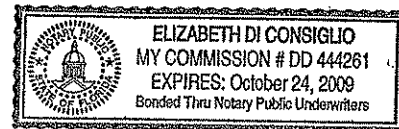
By: 
George D. Livingston, Jr., Manager and
Chairman of the Board

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 2nd day of February, 2006, by George D. Livingston, Jr., as Manager and Chairman of the Board of REALVEST HOLDINGS, LLC, a Florida limited liability company as Manager of REALVEST DEVELOPMENT, LLC, a Florida limited liability company as Manager of REALVEST-MONROE COMMERCENTER, L.L.C., a Florida limited liability company, on behalf of said companies, who is personally known to me or has produced _____ as identification, and who did take an oath.

Elizabeth Di Consiglio
Notary Public

(print, type or stamp commissioned name of Notary Public)



STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 2nd day of February, 2006, by George D. Livingston, Jr., as Manager and Chairman of the Board of REALVEST HOLDINGS, LLC, a Florida limited liability company as Manager of REALVEST DEVELOPMENT, LLC, a Florida limited liability company as Manager of REALVEST-MONROE COMMERCENTER III, L.L.C., a Florida limited liability company, on behalf of said companies, who is personally known to me or has produced _____ as identification, and who did take an oath.

Elizabeth Di Consiglio
Notary Public

(print, type or stamp commissioned name of Notary Public)

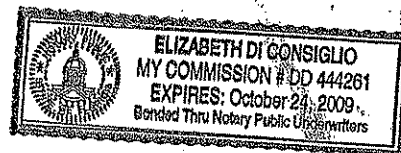


EXHIBIT "A"

LEGAL DESCRIPTION OF THE MONROE PROPERTY

LOT 46 (LESS THE EAST 180 FEET THEREOF) AND LESS THE SOUTH 15 FEET THEREOF (FOR ROAD RIGHT-OF-WAY), ALL IN FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LOT 47 (LESS THE WEST 174 FEET AND THE NORTH 133.6 FEET OF THE EAST 86 FEET) FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF THE ST. JOSEPH'S, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE MONROE III PROPERTY

LOT 31 (LESS THE NORTH 360 FEET OF THE EAST 320 FEET OF LOT 31 AND LESS THE NORTH 250 FEET OF THE WEST 140 FEET OF THE NORTH ½ OF LOT 31), FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORD OF SEMINOLE COUNTY, FLORIDA, SUBJECT TO RIGHT OF WAY ON NORTH FOR MONROE SCHOOL ROAD AND ON WEST OF ELDER ROAD AS SHOWN ON SAID PLAT, THE CENTER LINE OF SUCH PLATTED ROADS BEING THE LOT BOUNDARY LINES AS DESCRIBED HEREIN

MONROE SITE PLAN

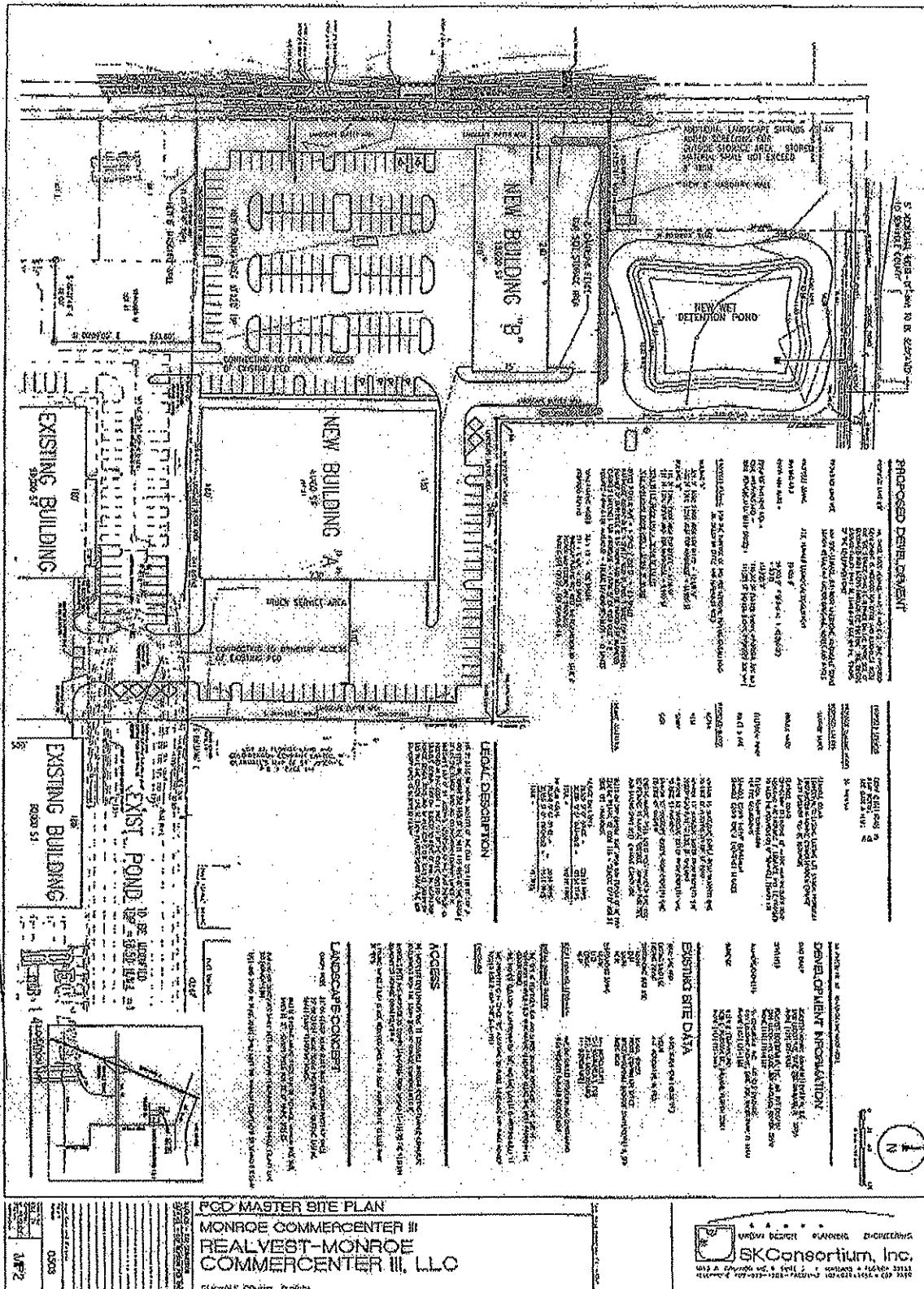


EXHIBIT "D"

SIGN EASEMENT

ALTA / AOSM LAND TITLE SURVEY

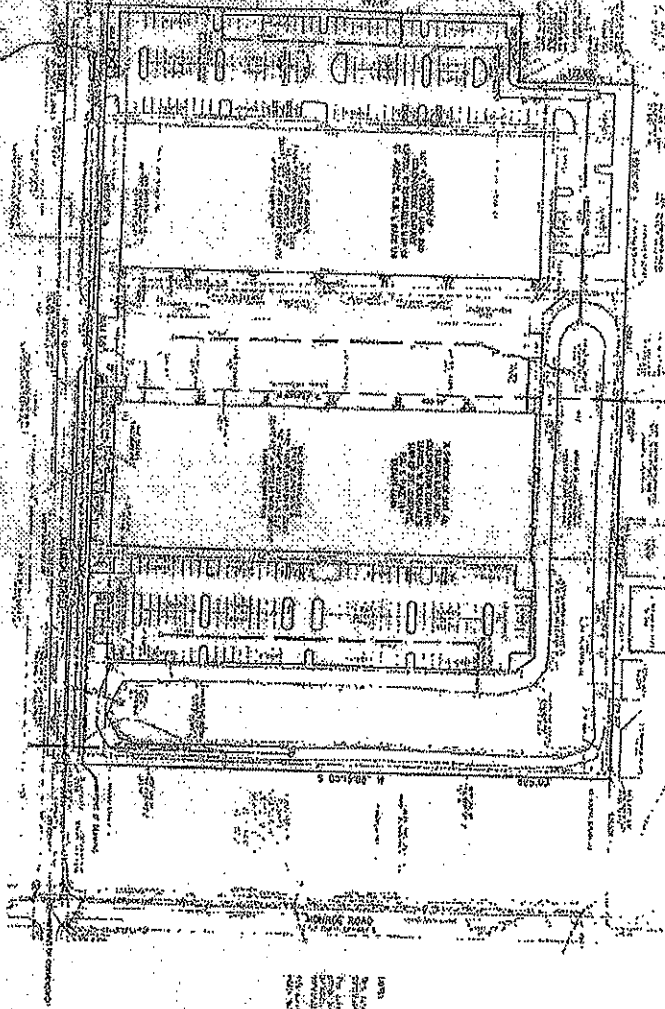


EXHIBIT "D"

FOR:
SEALERT BUILDERS, INC.
2100 LINDSEY AVE. SUITE 200
VANCOUVER, BC V6L 2K6

ALTA / AOSM LAND TITLE SURVEY
OF
BANFORD SITE
SECTION 21 TOWNSHIP 18 NORTH RANGE 30 EAST
R1M 18W 20N 30E, ALBERTA



SHEET 2 OF 2

**JOINDER AND CONSENT
TO
RECIPROCAL GRANT OF EASEMENTS**

The undersigned, on behalf of **TRANSAMERICA LIFE INSURANCE COMPANY**, an Iowa corporation (the "Lender"), being the Owner and Holder of that certain Modification and Consolidation of Mortgage and Other Loan Documents and Notice of Future Advance executed October 4, 2004, by **GEORGE D. LIVINGSTON, JR.**, recorded on October 7, 2004 in Official Records Book 5476, Page 444, in the Public Records of Seminole County, Florida (the "Security Document"), hereby joins in and consents to the recording of the Reciprocal Grant of Easements and agrees that the lien of the Mortgage shall be subordinate and subject to said Reciprocal Grant of Easements and all rights created thereunder.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed by its undersigned officer thereunto duly authorized on this 3rd day of January, 2006.

Signed, sealed and delivered
in the presence of:

Carol Cox

Print Name: Carol Cox

Deborah Reis

Print Name: Deborah Reis

**TRANSAMERICA LIFE INSURANCE
COMPANY, an Iowa corporation**

By: RC Woodcock

Print Name: Robert C. Woodcock

Title: Vice President / Assistant General
Counsel

Date: 01/03/06

KENTUCKY
STATE OF FLORIDA
COUNTY OF Jefferson

SWORN TO AND SUBSCRIBED before me this 3rd day of JANUARY, 2006, by Robert C. Woodcock, as Vice President of **TRANSAMERICA LIFE INSURANCE COMPANY**, an Iowa corporation, on behalf of the Lender, who is personally known to be the person described in and who executed the foregoing instrument or who produced _____ as identification.

Patricia C. Baum
NOTARY PUBLIC

Commission Number: —

Commission Expires: 9-14-2007

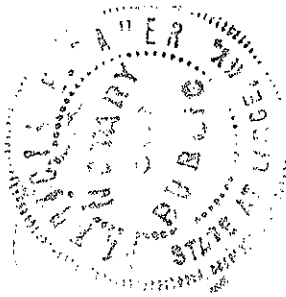


EXHIBIT E

FINAL SITE PLAN

FILE #

Z2005-008

DEVELOPMENT ORDER # 5-20500001

**AMENDED SEMINOLE COUNTY DEVELOPMENT
ORDER**

On June 27, 2006, Seminole County issued this Amended Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: SMALL BAY PARTNERS, LLC

Project Name: MONROE COMMERCE CENTER PHASE III

Requested Development Approval: Major Amendment to a PCD (Planned Commercial Development) zoning classification

The Development Approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: JEFF HOPPER
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
 - a. Permitted uses shall be those listed in the Land Development Code as permitted or special exception uses in the M-1A and C-3 districts. However, the following uses shall be prohibited:
 - mini-storage
 - retail
 - outdoor advertising
 - service stations
 - on-site repair of vehicles
 - restaurants
 - hotels and motels
 - b. The developer shall provide a minimum 25-foot wide irrigated buffer along the west property line adjacent to Elder Road, consisting of 4 canopy trees per 100 feet, a minimum of 3" diameter measured 1 foot above ground.
 - c. The developer shall provide a minimum 10-foot wide irrigated buffer adjacent to the existing home at the southwest corner of the site. This buffer shall be installed adjacent to the north boundary of the property described in Exhibit C, and shall consist of a 6-foot tall masonry wall and 4 canopy trees per 100 feet, a minimum of 3" diameter measured 1 foot above ground.
 - d. The developer shall provide a 6-foot tall masonry wall along the north boundary adjacent to the residential property on Elder Road.
 - e. Use of the outdoor storage area shall be restricted to tenants of the development. An 8-foot tall fence shall surround this area. This area also shall be screened with a mesh-covered chain link or other opaque fence, along with irrigated landscaping, so as not to be seen from School Street or Elder Road. The stacking of stored material in this area shall not exceed 8 feet in height.
 - f. Total floor area for office uses on the site shall be limited to 14,730 square feet. Any increase in office area shall require a minor amendment to the PCD to ensure adequate parking on the site.
 - g. Required building and accessory setbacks shall be 25 feet from Elder Road and School Street, and 10 feet from all other property lines.
 - h. Maximum building height shall be 35 feet.

- i. The developer shall amenitize retention areas to be counted toward open space requirements per Section 30.1344 of the Land Development Code, with no fencing of the pond permitted. This shall be evaluated at Final Site Plan.
- j. Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 16 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
- k. Prior to Final Site Plan approval, an ingress-egress easement shall be established over the property described in Exhibit B to provide access to the site.

4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

(6) This Development Order shall control in the event of any conflict between the terms and conditions of the development order and the terms, conditions, or notes of any site plan or master site plan.

Done and Ordered on the date first written above.

By: _____
Carlton D. Henley
Chairman
Board of County Commissioners

FILE #

Z2005-008

DEVELOPMENT ORDER # 5-20500001

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Small Bay Partners, LLC, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Julie C. Page
Witness

Small Bay Partners LLC

By: LSL Corporation, its Manager

JULIE C. PAGE

Print Name

By: *[Signature]*

By: Howard Schieferdecker, President

STATE OF FLORIDA

COUNTY OF SEMINOLE

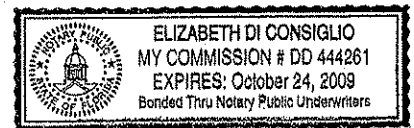
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Howard Schieferdecker, who is personally known to me or who has produced _____ as identification and who did execute the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of September, 2006.

Elizabeth Di Consiglio

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



FILE #

Z2005-008

DEVELOPMENT ORDER # 5-20500001

EXHIBIT A

LEGAL DESCRIPTION

LOT 31 (LESS THE NORTH 360 FEET OF THE EAST 320 FEET OF LOT 31 AND LESS THE NORTH 250 FEET OF THE WEST 140 FEET OF THE NORTH ½ OF LOT 31), FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORD OF SEMINOLE COUNTY, FLORIDA, SUBJECT TO RIGHT OF WAY ON NORTH FOR MONROE SCHOOL ROAD AND ON WEST OF ELDER ROAD AS SHOWN ON SAID PLAT, THE CENTER LINE OF SUCH PLATTED ROADS BEING THE LOT BOUNDARY LINES AS DESCRIBED HEREIN

FILE #

Z2005-008

DEVELOPMENT ORDER # 5-20500001

EXHIBIT B

LEGAL DESCRIPTION

LOT 46 (LESS THE EAST 180 FEET THEREOF) AND LESS THE SOUTH 15 FEET THEREOF (FOR ROAD RIGHT-OF-WAY), ALL IN FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 7.089 ACRES OR THEREABOUTS.

LOT 47 (LESS THE WEST 174 FEET AND THE NORTH 133.6 FEET OF THE EAST 86 FEET) FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF THE ST. JOSEPH'S, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 6.927 ACRES OR THEREABOUTS.

FILE #

Z2005-008

DEVELOPMENT ORDER # 5-20500001

EXHIBIT C

LEGAL DESCRIPTION

ALL LOT 1 & N 27.8 FT OF LOT 2 LEWIS HERALD HOMESITES PB 12 PG 38;

AND

N 133.6 FT OF E 86 FT OF W 260 FT OF LOT 47 ST JOSEPHS PB 1 PG 114

DEVELOPMENT ORDER # 5-20500001

**AMENDED SEMINOLE COUNTY DEVELOPMENT
ORDER**

On June 27, 2006, Seminole County issued this Amended Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: SMALL BAY PARTNERS, LLC

Project Name: MONROE COMMERCE CENTER PHASE III

Requested Development Approval: Major Amendment to a PCD (Planned Commercial Development) zoning classification

The Development Approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: JEFF HOPPER
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06419 Pgs 0336 - 342; (7pgs)
FILE NUM 2006152958
RECORDED 09/22/2006 02:17:23 PM
RECORDING FEES 61.00
RECORDED BY G Harford

1991年12月15日

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
 - a. Permitted uses shall be those listed in the Land Development Code as permitted or special exception uses in the M-1A and C-3 districts. However, the following uses shall be prohibited:
 - mini-storage
 - retail
 - outdoor advertising
 - service stations
 - on-site repair of vehicles
 - restaurants
 - hotels and motels
 - b. The developer shall provide a minimum 25-foot wide irrigated buffer along the west property line adjacent to Elder Road, consisting of 4 canopy trees per 100 feet, a minimum of 3" diameter measured 1 foot above ground.
 - c. The developer shall provide a minimum 10-foot wide irrigated buffer adjacent to the existing home at the southwest corner of the site. This buffer shall be installed adjacent to the north boundary of the property described in Exhibit C, and shall consist of a 6-foot tall masonry wall and 4 canopy trees per 100 feet, a minimum of 3" diameter measured 1 foot above ground.
 - d. The developer shall provide a 6-foot tall masonry wall along the north boundary adjacent to the residential property on Elder Road.
 - e. Use of the outdoor storage area shall be restricted to tenants of the development. An 8-foot tall fence shall surround this area. This area also shall be screened with a mesh-covered chain link or other opaque fence, along with irrigated landscaping, so as not to be seen from School Street or Elder Road. The stacking of stored material in this area shall not exceed 8 feet in height.
 - f. Total floor area for office uses on the site shall be limited to 14,730 square feet. Any increase in office area shall require a minor amendment to the PCD to ensure adequate parking on the site.
 - g. Required building and accessory setbacks shall be 25 feet from Elder Road and School Street, and 10 feet from all other property lines.
 - h. Maximum building height shall be 35 feet.

- i. The developer shall amenitize retention areas to be counted toward open space requirements per Section 30.1344 of the Land Development Code, with no fencing of the pond permitted. This shall be evaluated at Final Site Plan.
- j. Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 16 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
- k. Prior to Final Site Plan approval, an ingress-egress easement shall be established over the property described in Exhibit B to provide access to the site.

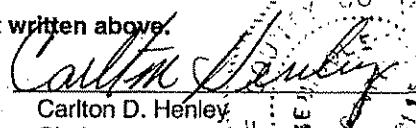
4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.


(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

(6) This Development Order shall control in the event of any conflict between the terms and conditions of the development order and the terms, conditions, or notes of any site plan or master site plan.

Done and Ordered on the date first written above.

By:


Carlton D. Henley
Chairman
Board of County Commissioners



FILE # Z2005-008

DEVELOPMENT ORDER # 5-20500001

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Small Bay Partners, LLC, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Julie C. Page
Witness

Small Bay Partners LLC

By: LSL Corporation, its Manager

JULIE C. PAGE
Print Name

By: *[Signature]*

By: Howard Schieferdecker, President

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Howard Schieferdecker, who is personally known to me or who has produced _____ as identification and who did execute the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of September, 2006.

Elizabeth M. Consiglio

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



FILE # Z2005-008

DEVELOPMENT ORDER # 5-20500001

EXHIBIT A

LEGAL DESCRIPTION

LOT 31 (LESS THE NORTH 360 FEET OF THE EAST 320 FEET OF LOT 31 AND LESS THE NORTH 250 FEET OF THE WEST 140 FEET OF THE NORTH ½ OF LOT 31), FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORD OF SEMINOLE COUNTY, FLORIDA, SUBJECT TO RIGHT OF WAY ON NORTH FOR MONROE SCHOOL ROAD AND ON WEST OF ELDER ROAD AS SHOWN ON SAID PLAT, THE CENTER LINE OF SUCH PLATTED ROADS BEING THE LOT BOUNDARY LINES AS DESCRIBED HEREIN

EXHIBIT B

LEGAL DESCRIPTION

LOT 46 (LESS THE EAST 180 FEET THEREOF) AND LESS THE SOUTH 15 FEET THEREOF (FOR ROAD RIGHT-OF-WAY), ALL IN FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 7.089 ACRES OR THEREABOUTS.

LOT 47 (LESS THE WEST 174 FEET AND THE NORTH 133.6 FEET OF THE EAST 86 FEET) FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF THE ST. JOSEPH'S, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 6.927 ACRES OR THEREABOUTS.

FILE # Z2005-008

DEVELOPMENT ORDER # 5-20500001

EXHIBIT C

LEGAL DESCRIPTION

ALL LOT 1 & N 27.8 FT OF LOT 2 LEWIS HERALD HOMESITES PB 12 PG 38;

AND

N 133.6 FT OF E 86 FT OF W 260 FT OF LOT 47 ST JOSEPHS PB 1 PG 114